



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Ratifying Employment Agreement Entered into Between the City of Lodi and Jeffrey L. Hood

MEETING DATE: November 21, 2012

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt resolution ratifying the Terms of the Employment Agreement entered into between the City of Lodi and Jeffrey L. Hood.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 vests with the City Manager the power to select subordinate staff. In early 2012 the Director of Parks, Recreation and Cultural Services left for a position in another organization. Mr. Hood was appointed as the Interim Director on February 8, 2012. Since that time he has performed the duties of this position as well as the Management Analyst within the City Manager's office at a level exceeding expectations.

With the appointment of Mr. Hood to the Director position on a permanent basis, The City Manager wishes to provide certain terms and conditions related to employment that extend beyond the Manager's authority and therefore requires ratification by the City Council. The proposed agreement is an "at-will" agreement and contains a base salary of \$118,224 annually. This is the same amount provided to the previous incumbent. The agreement also provides for a six-month severance payment for termination other than cause, and benefits similar to what other executive management and regular City employees receive. A copy of the agreement is attached.

FISCAL IMPACT: The position is within budget.


Konrad Bartlam, City Manager

Attachment

APPROVED:


Konrad Bartlam, City Manager

EMPLOYMENT AGREEMENT

Executive Management (Exempt Service)

Parks Recreation and Cultural Services Director

THIS AGREEMENT entered into on November 21, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and Jeffrey L. Hood, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Parks, Recreation and Cultural Services Director ("PRCS Director") and City desires to employ the services of Employee as PRCS Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as PRCS Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as PRCS Director is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as PRCS Director, in accordance with the following provisions:

(a) Employee shall serve as PRCS Director, and shall be responsible for managing and directing the operations of the Parks, Recreation and Cultural Services Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as PRCS Director, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Manager.

2. Start Date: Employee shall begin work as PRCS Director on November 26, 2012.

3. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to Parks, Recreation and Cultural Services administration and related professional disciplines; attend workshops,

seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that his employment as PRCS Director is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. Salary:

- (a) City agrees to pay Employee \$118,224.00 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all City employees.
- (b) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the PRCS Department's next highest paid executive or mid manager, including incentive pay. In addition, the City Manager will have discretion to grant up to a five percent (5%) salary increase twelve months after the execution of this Agreement, subject to a satisfactory evaluation.

8. Benefits: The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 2012, and as may from time to time be amended, increased or decreased, except as modified herein. These are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, and life insurance. Employee's vacation leave shall be calculated from Employee's initial hire date in his prior position as Management Analyst.

9. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

10. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. Authority to Work in the United States: Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

12. Cell Phone: Employee will be provided with a Cell Phone for employment related use at the City's expense on terms consistent with other Executive Managers.

13. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:**

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:**

Jeffrey L. Hood
868 Bernal Rd
Galt, CA 95623

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. Entire Aareement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any patty hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF: the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
JEFFREY L. HOOD

CITY OF LODI, a municipal corporation

By: _____
KONRADT BARTLAM
City Manager

ATTEST:

By: _____
RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney
JANICE D. MAGDICH
Deputy City Attorney

By _____


RESOLUTION NO. 2012-189

A RESOLUTION OF THE LODI CITY
COUNCIL RATIFYING EMPLOYMENT
AGREEMENT FOR PARKS, RECREATION
AND CULTURAL SERVICES DIRECTOR

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the Employment Agreement entered into between City Manager Konradt Bartlam and Parks, Recreation and Cultural Services Director Jeffrey L. Hood as shown on Exhibit A attached hereto.

Dated: November 21, 2012

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I hereby certify that Resolution No. 2012-189 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Nakanishi

NOES: COUNCIL MEMBERS – Mayor Mounce

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

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JEFFREY L. HOOD

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KONRADT BARTLAM
City Manager

ATTEST:

By: _____
RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney
JANICE D. MAGDICH
Deputy City Attorney

By _____